

**IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO**

SCOTT DOUGLAS,	:	APPEAL NO. C-081064
		TRIAL NO. 08CV-26168
Plaintiff-Appellee,	:	
vs.	:	<i>JUDGMENT ENTRY.</i>
SANTIEL BROWN,	:	
Defendant-Appellant.	:	
	:	

We consider this appeal on the accelerated calendar, and this judgment entry is not an opinion of the court.¹

Defendant-appellant Santiel Brown appeals from the trial court’s order adopting a settlement agreement reached by Brown and his former landlord Scott Douglas. Douglas had sought Brown’s eviction and money damages, and Brown had raised counterclaims, including claims for damages resulting from unlawful entry and trespass. The parties reached a settlement. The agreement was reduced to writing, signed by the parties, and filed with the clerk of the trial court. The parties moved the trial court for approval of the agreement and “to Dismiss [Brown’s] counterclaim(s) one, two, and three.” The trial court ultimately journalized an order granting Douglas’s and Brown’s motions for voluntary dismissal “as to all claims and counterclaims.”

¹ See S.Ct.R.Rep.Op. 3(A), App.R. 11.1(E), and Loc.R. 12.

Despite having placed his signature on the settlement agreement and on the motion for a voluntary dismissal of his counterclaims, Brown has chosen to appeal from this order.

Brown's first assignment of error, in which he claims that the trial court erred "in not granting [his] motion to dismiss [Douglas's] complaint,"² is overruled. On October 6, 2008, the trial court did, in fact, grant the motion to dismiss Douglas's claims.

In his next assignment of error, Brown asserts that the trial court erred in dismissing his third counterclaim. Brown's abbreviated argument in support of the assignment of error addresses only whether Douglas gave proper notice to Brown before filing his eviction action. That error is not demonstrated in this record. What is emphatically demonstrated is that as part of a settlement agreement, Douglas agreed to dismiss his claims, and Brown likewise agreed to dismiss his counterclaims.

" 'The law favors prevention of litigation by compromise and settlement.' "³ "[I]t is essential that the settlement of litigation be facilitated, not impeded. So long as there is no evidence of collusion, in bad faith, to the detriment of other, non-settling parties, the settlement of litigation will be encouraged and upheld."⁴ Here, the only evidence of record is that Brown voluntarily moved to dismiss his counterclaims, including any claim for failure to receive notice of the eviction action, in exchange for the dismissal of Douglas's eviction action. There is no suggestion that the settlement was fraudulently obtained or was the product of overreaching or undue influence by Douglas. Brown benefitted from the agreement, and he may not now claim error in its adoption by the trial court.⁵ The second assignment of error is overruled.

² Appellant's Brief at 2.

³ *Krischbaum v. Dillon* (1991), 58 Ohio St.3d 58, 69, 567 N.E.2d 1291, quoting *White v. Brokaw* (1863), 14 Ohio St. 339, 346 (additional citations omitted).

⁴ *Id.* at 69-70.

⁵ See *Bd. of Commrs. of Columbiana Cty. v. Samuelson* (1986), 24 Ohio St.3d 62, 63-64, 493 N.E.2d 245.

In his appellate brief, Douglas has requested that this court award damages to him under R.C. 2505.35 because of the effort expended to defend against Brown's frivolous claims on appeal.

We find the request to be well taken. Despite signing a settlement agreement and moving to dismiss his counterclaims, Brown persisted in appealing, in effect, from an order that he had sought in the trial court. Brown has not advanced any reasonable basis to overturn the settlement agreement and the trial court's order dismissing the complaint and the counterclaims. Through this appeal, Brown has forced Douglas to defend the order that Brown himself ratified, and he has caused Douglas significant expense.

Therefore, we hereby award \$1,000 to Douglas pursuant to RC 2505.35.⁶ The judgment of the trial court is affirmed.

A certified copy of this judgment entry shall constitute the mandate, which shall be sent to the trial court under App. R. 27. Costs shall be taxed under App.R. 24.

HENDON, P.J., SUNDERMANN and CUNNINGHAM, JJ.

To the Clerk:

Enter upon the Journal of the Court on November 25, 2009
per order of the Court _____.
Presiding Judge

⁶ See *Starks v. Choice Hotels Internatl.*, 175 Ohio App.3d 510, 2007-Ohio-1019, 887 N.E.2d 1244.